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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

STEPHEN ELLSWORTH, *et al.*, as
individuals and as representatives of the
classes and on behalf of the general public,

Plaintiff,

v.

U.S. BANK, N.A., *et al.*,

Defendants.

Case No. C12-2506-LB

**DEFENDANTS' JOINDER IN MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: September 24, 2015
Time: 9:30 a.m.
Courtroom: C
Judge: Honorable Laurel Beeler

Defendants American Security Insurance Company and U.S. Bank National Association submit this joinder in Plaintiffs' Motion for Final Approval of Class Action Settlement, ECF No. 301.* The Settlement meets all requirements of Rule 23(e) for approval because the notice plan satisfies all Fed. R. Civ. P. 23(c)(2), (d)(1)(B), (e)(1) and constitutional due process requirements since both the form and means of distribution of the Class Notices were and are reasonably calculated under the circumstances to apprise Settlement Class members of the pendency of the Actions and afford them an opportunity to present their objections or exclude themselves from the Settlement. In addition, the Settlement is fair, reasonable, and adequate because it requires Defendants to: (1) provide monetary relief to Settlement Class members equal to, and in many cases greater than, the damages alleged in connection with Lender-Placed Flood Insurance placed during the Class Periods; and (2) prospectively modify certain business practices that will provide substantial benefits to the Settlement Class.

Significantly, the Settlement's terms were achieved notwithstanding the legally tenuous nature of the Released Claims, *see, e.g., Rothstein v. Balboa Ins. Co.*, 794 F.3d 256 (2d Cir. 2015); *Feaz v. Wells Fargo Bank, N.A.*, 745 F.3d 1098 (11th Cir. 2014); *Cohen v. Am. Sec. Ins. Co.*, 735 F.3d 601, 608 (7th Cir. 2013); *Cannon v. Wells Fargo Bank, N.A.*, Case No. 3:12-cv-01376-EMC, 2013 WL 3388222 (N.D. Cal. July 5, 2013), and Plaintiffs' likely inability to maintain certification of multiple litigation classes, *see, e.g., Rapp v. Green Tree Servicing LLC*, 302 F.R.D. 505 (D. Minn. 2014); *Gustafson v. BAC Home Loans Servicing, LP*, 294 F.R.D. 529 (C.D. Cal. 2013); *Kunzelmann v. Wells Fargo Bank, N.A.*, No. 11-81373, 2013 WL 139913 (S.D. Fla. Jan. 10, 2013); *Gordon v. Chase Home Finance, LLC*, No. 11-2001, 2013 WL 436445 (M.D. Fla. Feb. 5, 2013). Without the Settlement, Settlement Class members faced the very real risk that they would receive little or no recovery. *See Casey v. Citibank, N.A.*, No. 12-820, 2014 WL 4120599, at *2 (N.D.N.Y. Aug. 21, 2014) (approving similar lender-placed insurance class settlement and noting that "actual

* Defendants express no opinion regarding, and therefore do not join in (i) Plaintiffs' Motion for Final Approval insofar as Plaintiffs contend that the classes and subclasses satisfy the criteria of Fed. R. Civ. P. 23(a) or (b); or (ii) Plaintiffs' Motion for Approval of Attorneys' Fees and Expenses, and Class Representative Service Awards, ECF No. 298.

1 risk” in plaintiffs’ claims, “not the amorphous collusion suggested by the objectors, is the more
2 likely motivation for the timing and structure of the proposed settlement”).

3 WHEREFORE, the Court should approve and find the Settlement fair, reasonable, and
4 adequate.

5 Dated: September 8, 2015

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
CARLTON FIELDS JORDEN BURT, P.A.

6 By: /s/ Peter S. Hecker
7 PETER S. HECKER

8 Attorneys for Defendant
9 AMERICAN SECURITY INSURANCE COMPANY

10 Dated: September 8, 2015

DORSEY & WHITNEY, LLP

11 By: /s/ Skip Durocher
12 SKIP DUROCHER (admitted *pro hac vice*)

13 Attorneys for Defendant
14 U.S. BANK NATIONAL ASSOCIATION

15 **FILER’S ATTESTATION**

16 The undersigned filer attests, pursuant to Civil L.R. 5-1(i)(3), that concurrence in the filing
17 of the document has been obtained from the other signatory to this document.

18
19 Dated: September 8, 2015

SHEPPARD MULLIN RICHTER & HAMPTON, LLP

20 By: /s/ Peter S. Hecker
21 PETER S. HECKER

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